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\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ CS(OS) 2315/2014

RAJ KUMAR SAHNI & SONS(HUF) ..... Plaintiff  
Through : Mr. Ashish Bhagat, Advocate

versus

M/S G.B TOOLS & ORGINGS LTD & ORS ..... Defendants  
Through : Mr. Anuj Kr. Sharma, Advocate

**CORAM:**  
**HON'BLE MS. JUSTICE HIMA KOHLI**

**O R D E R**

% **20.07.2015**

**I.A.No.1064/2015 (by the defendants u/Sec.8 of the Arbitration & Conciliation Act)**

1. The plaintiff has instituted the accompanying suit against the defendants praying *inter alia* for recovery of money towards arrears of rent in respect of the premises bearing No.02A/B, 1<sup>st</sup> Floor, Plot No.1515, Chander Plaza Building, Kotla Wazir Nagar, New Delhi, and the difference of TDS and service tax with simple interest on the outstanding amount, totalling to Rs.22,97,539/- along with *pendente lite* and future interest.

2. The applicants/defendants have filed the present application stating *inter alia* that the Lease Deed dated 31.7.2008 in respect of the suit premises contains an arbitration clause, i.e., Clause 9.5, which is reproduced herein below for ready reference:

“9.5 If any dispute in the matter of the aforesaid clauses,

the same shall be settled with negotiations. If no settlement can be arrived, the dispute shall be referred to the sole arbitration in New Delhi, who will be appointed by the lessor and this agreement shall be governed and construed in all respect in accordance with the laws of India prevalent at that time, the decision of the arbitrator shall be binding upon the parties.”

3. Counsel for the defendants submits that in view of the fact that the parties had agreed to submit themselves to arbitration to resolve any dispute arising out of the lease deed, the suit instituted by the plaintiff is liable to be rejected.

4. Notice was issued on this application on 16.1.2015, returnable for today.

5. Mr. Bhagat, learned counsel for the plaintiff fairly states that his client has no objection to submitting to arbitration but with a request that an independent arbitrator may be appointed by the Court instead of leaving it to the lessor to appoint one, as stipulated in the captioned arbitration clause.

6. Counsel for the defendants states that he has no objection to the said suggestion and is agreeable to the appointment of a sole arbitrator by the Court to adjudicate the dispute between the parties.

7. Accordingly, Mr. Ashwani Kumar Matta, Senior Advocate, (Mobile No.9911155111) is appointed as an Arbitrator to adjudicate the disputes, including those that are the subject matter of the present

suit. Both the parties shall be entitled to file their respective claims/counter claims for adjudication by the learned Arbitrator. The arbitration shall take place under the aegis of the Delhi International Arbitration Centre (DAC). The fees of the learned Arbitrator will be in terms of the Delhi International Arbitration Centre Arbitration Proceedings (Arbitrators' Fees) Rules.

8. The parties alongwith their counsels are directed to appear before the learned Arbitrator on 25.7.2015, at 11.00AM, for setting down a schedule for conducting the proceedings.

9. The application is disposed of.

10. A copy of this order be communicated forthwith to the learned Arbitrator as well as Additional Co-ordinator, DAC.

**CS(OS) 2315/2014 & IA No.4139/2015**

In view of the order passed today in I.A.No.1064/2015, wherein the parties have submitted themselves to a sole arbitrator, nothing further survives for adjudication in the present suit, which is accordingly disposed of, along with the pending application.

***Dasti.***

**JULY 20, 2015**  
sk/ap

**HIMA KOHLI, J**